REMARKS/ARGUMENTS

I. STATUS OF CLAIMS

Claims 1-3, 14, and 16 and 18 remain in this application. Claims 1-3, 14, and 16 have been amended. Claims 30-36 has been added. No new matter has been added.

II. CLAIM REJECTIONS – 35 U.S.C. § 102

The Final Office Action rejects Claims 1-3, 14, 16 and 18 under 35 U.S.C. § 102(3) as being anticipated by Zigmond et al. (6,698,020). The rejection is respectfully traversed.

Claim 1:

Claim 1 has been amended for grammatical reasons and appears as follows:

> 1. A process for enhancing viewership of television advertisements, comprising:
> designating a beginning portion of a commercial break in a program segment;
> wherein the beginning portion is of a particular length of time;
> wherein the beginning portion is authored to provide a teaser to entice a viewer to watch commercials during the commercial break before the viewer causes a digital video recorder (DVR) to skip through the commercial break; and
> pausing playing of the program segment, by the DVR, after displaying the teaser.

In particular, Zigmond does not teach or disclose a system that designates a beginning portion of a commercial break in a program segment wherein the beginning portion is of a particular length of time as cited in Claims 1 and 16. The Office Action points to col. 6, lines 30-43 and col. 6, line 65-col. 7, line 9. However, the Office Action has misinterpreted Zigmond's disclosure. Zigmond specifically states that his invention

interrupts the video programming and then displays one or more selected advertisements. Col. 16, lines 30-43 state (emphasis added):

> "In yet another embodiment, advertisements are selected and inserted into a video programming stream without regard to the position of the conventional advertising slot. Instead of an appropriate time determined by the content of the programming or by any other desired criteria, **the video programming is interrupted and one or more selected advertisements are displayed**. In this embodiment a delay code is embedded in the video programming, which functions to delay or pause the programming during the length of the advertisements. Once the advertisements are completed, the paused programming resumes. From the standpoint of the viewer, such ad insertion appears to be no different than the other embodiments of the invention."

Zigmond further states that his invention selects two or more advertisements for an available time slot and then displays the two or more advertisements in a split screen or other arrangement by which the viewer may see both advertisements. Col. 6, line 65-col. 7, line 9 states:

> "In yet another embodiment, **two or more appropriate advertisements are selected for an available time slot in the video programming feed**. **Each of the two or more selected advertisements is displayed at the appropriate time using a split-screen or another arrangement by which the viewer may see both advertisements**. The viewer then has the option of choosing one of the displayed advertisements that is of greatest interest. A default or machine-selected ad can be displayed if no selection is made. This method of displaying multiple advertisements gives the viewer an increased degree of interactivity with respect to the selection of the advertisements."

It is clear from Zigmond that his invention first interrupts the video programming before he displays his advertisements. Zigmond does not pay attention to a beginning portion of a commercial break in a program segment since he creates his own opportunities to display advertisements. Zigmond clearly does not teach or disclose designating a beginning portion of a commercial break in a program segment wherein the beginning portion is of a particular length of time as cited in Claims 1 and 16.

The Office Action also states that Zigmond discloses "wherein the beginning portion is of a particular length of time" because Zigmond discloses "wherein the user has a predetermined time to select an ad before a default is chosen." However, Zigmond clearly discloses that he interrupts the video programming to display selected advertisements and does not pay attention to a commercial break in the video programming because he creates his own opportunities to display advertisements by interrupting the video programming and therefore does not contemplate wherein the beginning portion is of a particular length of time. The Office Action's statement "wherein the user has a predetermined time to select an ad before a default is chosen" is **after** the fact that Zigmond has interrupted the video programming and displayed his advertisements. Zigmond has created his own advertisement break by interrupting the video programming. His advertisement break **is not part of the video programming**, but rather is **outside** of the video programming.

The cited element in Claims 1 and 16 is (emphasis added) "designating a beginning portion of a commercial break **in a program segment**". The Office Action has ignored the wording of the claim element and has taken the beginning portion of the commercial break out of context when it should be read as designating a beginning portion of a commercial break **in a program segment**. Zigmond clearly does not pay attention to the commercial breaks in his incoming video programming.

"All words in a claim must be considered in judging the patentability of that claim against the prior art." *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970).

Zigmond further does not teach or disclose a system wherein the beginning portion is authored to provide a teaser to entice a viewer to watch commercials during the

commercial break before the viewer causes a digital video recorder (DVR) to skip through the commercial break as cited in Clam 1. The Office Action again points to col. 6, lines 30-43 and col. 6, line 65-col. 7, line 9. As discussed above, Zigmond does not pay attention to the beginning portion of a commercial break in a program segment. Zigmond interrupts the video programming and then he displays his selected advertisements. Zigmond makes no mention of authoring the beginning portion (of a commercial break in a program segment) to provide a teaser to entice a viewer to watch commercials during the commercial break and therefore does not contemplate such a feature.

Zigmond additionally does not teach or disclose a system that pauses playing of the program segment, by the DVR, after displaying the teaser as cited in Claim 1. The Office Action again points to col. 16, lines 30-43. As discussed above, Zigmond discloses that he interrupts the video programming **before** he displays his selected advertisements. Zigmond teaches away from pausing playing of the program segment, by the DVR, after displaying the teaser by teaching that video programming is interrupted **before** selected advertisements are displayed.

Zigmond therefore does not teach every aspect of the claimed invention either explicitly or impliedly.

Claim 1 is allowable. New independent Claim 32 is similarly allowable. Claims 2-3, 14, and 18 are dependent upon Claim 1 and are allowable. New claims 30-31 are dependent upon Claim 1. New Claims 33-36 are dependent upon Claim 32 and are allowable. Applicant respectfully requests that the Examiner withdraw the rejection under 35 U.S.C. 102(e).

Claim 16:

Claim 16 has been amended for grammatical reasons and appears as follows:

16. A process for enhancing viewership of television advertisements, comprising:
designating a beginning portion of a commercial break in a program segment;
wherein the beginning portion is of a particular length of time;
wherein the beginning portion is authored to cause a DVR to display a menu to a viewer;
pausing playback of the program segment, by the DVR, while displaying the menu; and
wherein the viewer is allowed to skip past the menu and continue viewing the program segment, thereby causing the DVR to unpause the playback of the program segment, or to select a particular item via the menu.

As discussed above, Zigmond does not teach or disclose a system that designates a beginning portion of a commercial break in a program segment, and wherein the beginning portion is of a particular length of time as cited in Claim 16. Zigmond does not contemplate such a feature.

Further, since Zigmond does not pay attention to commercial breaks in a program segment, Zigmond does not disclose wherein the beginning portion is authored to cause a DVR to display a menu to a viewer as cited in Claim 16. The Office Action points to col. 16, lines 30-43 and col. 16, line65-col. 17, line 9. However, as discussed above, Zigmond does not pay attention to the beginning portion of a commercial break in a program segment. Zigmond interrupts the video programming and then he displays his selected advertisements. Zigmond makes no mention of authoring the beginning portion (of a commercial break in a program segment) to provide a teaser to entice a viewer to watch commercials during the commercial break and therefore does not contemplate such a feature.

Also, since Zigmond does not pay attention to a commercial break in the video programming because he creates his own opportunities to display advertisements by interrupting the video programming and then displaying the selected advertisements, Zigmond therefore does not teach or disclose a system wherein the beginning portion (of the commercial break in a program segment) is authored to cause a DVR to display a menu to a viewer as cited in Claim 16.

Additionally, Zigmond does not teach or disclose a system that pauses playback of the program segment, by the DVR, after displaying the menu. As discussed above, Zigmond interrupts the video programming and then he displays his selected advertisements. Zigmond therefore does not teach or disclose pausing playback of the program segment, by the DVR, while displaying the menu.

Finally, Zigmond does not teach or disclose a system wherein the viewer is allowed to skip past the menu and continue viewing the program segment, thereby causing the DVR to unpause the playback of the program segment, or select a particular item via the menu as cited in Claim 16. Zigmond makes no mention of such a feature and therefore does not contemplate such a feature. The Office Action points to col. 16, line 65-col. 17, line 9, however, Zigmond teaches that his invention selects two or more advertisements for an available time slot and then displays the two or more advertisements in a split screen or other arrangement by which the viewer may see both advertisements. This is not a menu as cited in Claim 16.

Zigmond therefore does not teach every aspect of the claimed invention either explicitly or impliedly.

Claim 16 is allowable. Applicant respectfully requests that the Examiner withdraw the rejection under 35 U.S.C. 102(e).

III. MISCELLANEOUS

Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Applicant believes that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate. Entry of the amendments herein and further examination on the merits are respectfully requested.

The Examiner is invited to telephone the undersigned at (408) 414-1214 to discuss any issue that may advance prosecution.

No fee is believed to be due specifically in connection with this Reply. To the extent necessary, Applicant petitions for an extension of time under 37 C.F.R. § 1.136. The Commissioner is authorized to charge any fee that may be due in connection with this Reply to our Deposit Account No. 50-1302.

Respectfully submitted,

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Dated: August 8, 2007

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CERTIFICATE OF TRANSMISSION VIA EFS-WEB

Pursuant to 37 C.F.R. 1.8(a)(1)(ii), I hereby certify that this correspondence is being transmitted to the United States Patent & Trademark Office via the Office electronic filing system in accordance with 37 C.F.R. §§1.6(1)(4) and 1.8(a)(1)(i)(C) on the date indicated below and before 9:00 PM PST.

Submission date: August 8, 2007 by /KirkDWong#43284/
Kirk D. Wong